

(A Govt. Of West Bengal Undertaking)
LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

Tele: (033)-2335 5298 : E-mail: info@wbldc.in Website: www.wbldc.in Toll Free No. 18001208243

NIT No: WBARD/WBLDC/NIT-704e/2024-25

Date of Issue: 10/06/2024

#### **SET OF TENDER DOCUMENTS**

#### <u>For</u>

Rate Contract for Supply and Re-filling of Fire Extinguisher in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for the Financial Year 2024-25.

# **Each Set Contains:-**

- 1. Notice Inviting e-Tender.
- 2. General Instruction to Bidders.
- 3. Eligibility Criteria for Participation in the Tender.
- 4. Evaluation of Tender.
- 5. Tender Terms & Conditions.
- 6. Scope of Work / Job Schedule (Annexure A)
- 7. Forms-I, II, III, IV & Check List.

DATE OF PUBLICATION OF e-TENDER (ONLINE): 10/06/2024 FROM 6:00 P.M.

STARTING OF BID SUBMISSION (ONLINE): 10/06/2024 FROM 6:00 P.M.

PRE BID MEETING (Mandatory) TO BE HELD ON 18/06/2024 at 2:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER: 25/06/2024 UP TO 06:55 P.M.

OPENING OF TECHNICAL BID: 28/06/2024 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

**TENDER FEES: NIL** 

**EARNEST MONEY DEPOSIT: Rs. 20,000/- (Fixed)** 

(Dr. Gouri Shankar Koner)

Managing Director

W.B.L.D.C. Ltd.



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# NOTICE INVITING e-TENDER

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 invites on line bids (in two bid system) from Reputed Firms/Agency/ Authorized Dealers / Distributors / Bonafide Suppliers for "Rate Contract for Supply and Re-filling of Fire Extinguisher in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for the Financial Year 2024-25".

- 1) Earnest Money **Rs. 20,000/-** only is to be remitted online through Govt. of West Bengal e-Tender portal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>). The payment transaction slip / receipt in pdf format is to be uploaded along with the statutory documents for tender submission.
- 2) In case bidder wants to be exempted from EMD submission, a valid Exemption certificate is to be scanned & uploaded along with the statutory documents in the e-tender portal for participation in the tender.
- 3) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> at free of cost. Submission of tender by the bidder can be made with the help of Class- 3 DSC (Digital Signature Certificate) in this website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. Notice inviting e-tender will only be viewed in the Corporations website <a href="https://www.wbldc.in">www.wbldc.in</a> simultaneously.
- 4) Intending bidder(s) must have to attend PREBID MEETING on 18.06.2024 prior to quote rate. If any bidder fails to attend the Pre-Bid Meeting but participate in said tender, his/her bid (technical) will summarily be rejected.
- 5) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 6) Tender must be supported by:

#### A. TECHNICAL BID: 'BID-A'

(a) <u>STATUTORY COVER</u> containing the following documents:

# PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

	1	Upload NIT with Seal and Signature on every pages.		
	2	Upload Scanned Application in the prescribed format (Form - I)		
	3.	Upload Declaration by the Tenderer (Form - II)		
	4.	Upload Supply Credential (Form - III)		
Ī	5.	Upload Affidavit Proforma (Form-IV)		
	6.	Upload Scanned Check List in the prescribed format (Form-V)		
Ī	7.	Upload All Documents / Certificates		



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# (b) NON-STATUTORY COVER/MY SPACE containing the following documents:

SI. No.	Category	Sub Category Description
1	CERTIFICATES –	✓ PAN Card of the authorized signatory
	✓ All valid up to date.	✓ Prof. Tax clearance certificate with challan valid up to
	✓ All certificates are to be furnished in	31/07/2024
	English Vernacular	✓ GST Registration certificate.
	✓ Affidavit are not valid	✓ IT returns of 2023 – 2024 Assessment year.
	✓ Scanned original copy	✓ Trade License valid up to 31/07/2024.
		✓ Valid documentary proof of: ✓ The agency / company should have minimum annual
		turnover of Rs. 20 lakh
		✓ Proof of Office Address in West Bengal.
		✓ Work experience including work of Government of
		West Bengal in last two years.
2	COMPANY DETAILS (valid up to Date),	i) Registration Certificate under Company Act. (if any).
	scanned original copy	ii) Registered Deed of partnership Firm, Trade License / Article of
		Association & Memorandum.
		iii) In Case Proprietorship & Partnership Firms, the Tax Audited
		Report in 3CD Form along with Balance Sheet & Profit and Loss
		A/c. for the last 3 (three) years (year just preceding the current
		Financial Year will be considered as year-1). The balance sheet,
		Profit & Loss account should be in favor of applicant's name only.
		iv) Power of Attorney (For Partnership Firm/ Private Limited Company,
		if any).
		v)List of Technical staffs along with structure & organization.

The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria.

(Dr. Gouri Shankar Koner)

Managing Director

W.B.L.D.C. Ltd

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B. FINANCIAL BID: 'BID-B' (BOQ)

- i) Intending bidder has to offer rate positively for all the inputs (items) and filling (B.O.Q.). Final selection will be based on Zone-wise Cumulative Lowest Rate (One for North Zone and one for South Zone) for both new as well as re-filling.
- ii) The Agency/bidder is to quote the rate on Item-wise BOQ format both new one and refilling of existing of the components as specified in the BOQ. The rate should be quoted per Piece Basis in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- iii) Rate quoted shall be including GST other taxes and all other charges.
- iv) The refilling rate as well as rates for supply and installations will be inclusive of the cost involved in travelling of the workmen and transportation of the cylinders for refilling from Branches / offices (Zone) to workshop / testing centers.
- v) Rates quoted will be uniform for all the Branches/Offices/Establishments irrespective of their distance from Head Office. The cost of travelling / transportation involved in refilling / supply must be factored in by the bidders while quoting the rates of refilling / new supply.

Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the Supplier.

N.B.: ALL STATUTORY & NON STATUTORY DOCUMENTS(S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. <u>Neither Photocopy nor cyclostyled literature/Brochure will be accepted.</u>

• No Hard copy of bid documents will be entertained for consideration for selection of this tender. Bidders must have to participate the tender through online only at www.wbtenders.gov.in.

(Dr. Gouri Shankar Koner)

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#### GENERAL INSTRUCTIONS TO BIDDER

- The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority.
- The EMD will be remitted through online gateway only. After successful transaction of EMD amount, a transaction slip / receipt will be generated. Bidder will have to save the screenshot / receipt as PDF format and upload along with Statutory documents under BID-A. In case where bidder intends to claim EMD exemption, a valid exemption certificate issued by competent authority / department must be attached in place of EMD receipt, failing which the bid will be summarily rejected.
- After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened only. The technical proposal (BID-A) will be opened on line. There is no need to be present of Bidders or authorized representatives in the office of the undersigned at the time of opening of the Technical Proposal (BID-A).
- Total supply is to be completed positively within stipulated time (14 Days) specified in the work order from the date of issue of order.
- For further information, the bidders are requested to please contact the undersigned.
- No Tender will be accepted across the table and no such receipt will be issued thereon.
- In the event of any discrepancy between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.
- N.I.T. to be downloaded properly and to be uploaded duly digitally signed by a Class-3 Digital Signature Certificate.
- In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.
- THE OFFERED RATES SHOULD BE VALID FOR AT LEAST 12 (TWELVE) MONTHS FROM THE DATE OF APPROVAL OF RATE, which may be extended for a year upon mutual discussion/agreement.
- All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.
- The undersigned reserves the right to reject any tender/all tenders at any stage without assigning any reason thereof.

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### ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1) The Suppliers who have been delisted or debarred by any government department shall not be eligible in any way.

2) Bidder must submit all the statutory documents in the prescribed format (Form-I, Form-II, Form-III, Form-IV & Check list) under the letter head of the company / firm duly sealed & signed by the authorized signatory and EMD transaction slip / exemption certificate as desired under Statutory Cover.

- 3) Valid up to date clearance of Income Tax Return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / PAN Card / G.S.T. Registration Certificate, Trade License, Annual Turnover, Local Office Address with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]
- 4) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application (Non-Statutory documents).
- 5) Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering.
- 6) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

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NIT No: WBARD/WBLDC/NIT-302e/2024-25

#### EVALUATION OF TENDERS

Final selection will be based on Cumulative Lowest (Item wise total) Rate zone-wise both for Re-filling as well as new supply. Intending bidder has to offer rate positively for most of the inputs (B.O.Q.).

During the tender Evaluation Process, the **Technical proposal** (**BID-A**) will be opened first. Those bidders who will qualify the **Technical proposal** as described in BID-A **containing Statutory/Non statutory documents including credentials** will be identified and only their **Financial Cover (BID-B)** shall be opened. The **Financial cover (BID-B)** will not be opened and will be summarily rejected if that Bidder fails to meet the technical requirements participating in the tender. The bidder offering the percentage rate if found suitable & as per the tender specification will only be selected. Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender. The Tender Inviting Authority reserves the right to relax the minimum qualification criteria for the work if necessary. The Tender Inviting & Accepting Authority through an 'Evaluation Committee' will determine the eligibility of each bidder, considering the following criteria: -

- a) Financial Capacity.
- b) Technical capability
- c) Experience in similar nature of work through credentials.

While evaluation the committee may summon the Bidders & seek clarification / information or additional documents in original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

Bidders would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the Clause(s), conditions etc. of the tender documents before the Tender Inviting Authority inwriting within a period of 2 (two) days from the date of publication of tender documents and beyond such period no Representation in that behalf will be entertained by the Tender Inviting Authority. Written clarification or amendments etc, as may be issued by the tender inviting authority in pursuance to the representation made by the Bidders sha]l be final and binding on the Bidders and shall form part of the tender documents. Tender Inviting Authority, however, reserves its right to have pre bid conference with the Bidders.

(Dr. Gouri Shankar Koner) **Managing Director** 

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#### TENDER TERMS & CONDITION

#### PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-

If any bidder fails to produce the original hard copies of the documents (specially Completion Certificates) or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the bidder will be suspended from participating in the tenders on e-Tender platform for 3 (three) years. In addition, his Earnest Money Deposit may stand forfeited.

#### AWARD OF CONTRACT:-

The Tender Inviting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time and prior to the Award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. AOC/Supply order may be issued against Full or Part supply of the inputs/ Re-filling as mentioned in Annexure-A against the delivery location as mentioned in Annexure-B throughout the year (Validity Period) . . AGREEMENT

The successful bidder will have to enter into a contractual agreement with the Corporation in the standard format (Proforma of draft agreement already uploaded along with NIT) embodying the tender terms & conditions in Non-judicial Stamp Paper worth Rs.100/- (Rupees One Hundred) only to be provided by the successful bidder. Prescribed Agreement must be signed also by the Authorized Signatory of the Tendering firm concerned.

#### **SECURITY MONEY DEPOSIT**

- The successful bidder will have to deposit Security Money @ 10% ad-valorem and is to be deducted from their bills.
- The Security Money will not carry interest. This Corporation is not liable for deposition of excess Security Money.
- Security Money will be refunded after satisfactory completion of the work. No proportionate refund of security money will be allowed.

#### PERFORMANCE GUARANTY:

(i) Upon selection of the bidder in the financial evaluation and after issuance of 'Letter of Acceptance' the tender inviting authority, if deemed appropriate considering the demonstrated capability of the agency, may demand the successful bidder to produce a Performance guaranty in shape of Bank Guarantee for an amount of **3% of the Tender Value**, payable to the West Bengal Livestock Development Corporation Ltd., Kolkata.

#### **PENAL MEASURE**

The earnest money deposit furnished by a firm will be liable to be forfeited in full (Including excess amount of earnest money, if deposited), if the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate for any/all inputs(s) is/are accepted within the time specified when requested to do so by this Corporation. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.

- 1. The security money deposit furnished by a bidder is liable to be forfeited in full along with cancellation of order without prejudice in the event of failure/refusal to maintain the terms & conditions of tender and/or contracted specification and/or quality/quantity and the authority will be at liberty to terminate the contract as a whole or part.
- 2. In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall liable to be Black Listed for 3 (three) years.
- 3. Quoting absurdly high or low rate in opinion of tender selection committee, with the intention to vitiate the tender process will be dealt with in the context of existing tender rules/ norms under Govt. of W.B.
- 4. Any legal dispute arising during the tender process shall be dealt only under the jurisdiction of Calcutta High Court.
- 5. Total work / supply is to be completed positively within 14 (Fourteen Days) or the time specified in the order from the date of issue of order.

#### **PAYMENT**

Any request for Advance Payment will not be entertained.

- 1. Bills to be produced in DUPLICATE.
- 2. Payment shall be made after executing the order satisfactorily in all respect. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.
- 3. No arbitration for the work will admissible and any mobilization/secured advance will not be allowed.

The Supplier shall be capable to establish field testing laboratory equipped with requisite instruments and technical staff.

The Applicant must inspect the site of work and get acquainted with site condition, facility available and problems to be faced during works and take into account all such factors before quoting rate.

#### **SUPPLY & DELIVERY:**

Total supply is to be completed positively within 14 (Fourteen Days) or the time specified in the order from the date of issue of order. Supply (one/set of inputs) will be made to the locations as mentioned in the Scope of Work or as in Award of Contract. For general conditions and specifications of inputs (as per Scope of work) related to supply and carriage, rate as approved/quoted inclusive of all taxes and Feight Charges within West Bengal. The bidder must have a proper workshop for carrying out the refilling work/hydraulic testing facility

#### TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will override the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions (b) Special specifications (c) General specifications (d) Notice Inviting e-Tender
- (e) Schedule of probable inputs with approximate quantities (f) Tender Form.

The word "Engineer-In-Charge" means the Executive / Assistant Engineer, WBLDC Ltd. The word "Department" appearing anywhere in the tender documents mean WBLDC Ltd. (A Government of West Bengal Undertaking). The word "approved" appearing anywhere in the documents means approved by the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the Supplier will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

#### **CONDITION IN EXTENDED PERIOD:**

When an extension of time for completion of work is authorized by the Officer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

#### **CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:**

All supply are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of Operation. The supply work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The Supplier must see that all damages to any property which, in the opinion of the Officer-In-Charge are due to the negligence of the Supplier are promptly rectified by the Supplier at his own cost and expenses and according to the direction and satisfaction of the Officer-In-Charge.

#### TRANSPORTATION ARRANGEMENT:

The Supplier shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the Re-filling/ Collection of old one/ new Supply of inputs. The Department may however, at their own discretion grant necessary certificates, if required, for procurement / Carrying from Zonal Head office. But, in case of failure of the Department to help the Supplier in this respect, the Supplier will have to procure at his own initiative and no claim whatever on the ground of non-availability of cylinders shall be entertained under any circumstances.

The Supplier will have to depend on transport of materials by road as necessary to complete the work in time and the Supplier must consider this aspect while quoting rate.

#### **INCIDENTAL AND OTHER CHARGES:**

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the Supplier inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc., all other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Officer-In-charge of the work. No claim whatsoever in this respect will be entertained.

#### **EXTENSION OF TIME:**

For cogent reasons over which the Supplier will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the Supplier before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc., would be entertained under any circumstances. The Supplier should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the Supplier.

#### **MATERIALS TO BE SUPPLIED:**

Suggested /Specified Brand Name/ names of different type of inputs are to be use for such supply as specified in Scope of Work as per direction of Officer-In-Charge/competent authority. Quality / details of inputs specification either deviated or not must be approved prior to supply, Otherwise rejection may occur after supply at site. Installation, Fitting & Fixing and training are included (Mandatory) at site after supply. Approved bidder must have to hand over the Warranty Card/ Technical details to the competent authority during supply and have to provide presentation if required in Free of Cost.

#### **CLEARING OF MATERIALS:**

All scars/litters of packing materials shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Officer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various inputs of works quoted by the Supplier in the schedule of probable inputs of works.

#### APPROVAL OF SAMPLE:

Samples/ Make of all materials to be supplied by the Supplier and to be used in the work shall have to be approved by the Officer-in-charge and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

#### **SUPPLIER'S RISK FOR LOSS OR DAMAGE:**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the Supplier without any extra claim towards department.

#### **IDLE LABOUR:**

Whatever the reasons may be no claim of idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

#### **CHARGES AND FEES PAYABLE BY SUPPLIER:**

- a) The Supplier shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Supplier shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other Protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

#### PRECAUTIONS DURING WORKS:

The Supplier shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the Supplier. If the service utilities are damaged or disturbed in any way by the Supplier during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer will be recovered from the Supplier.

#### **TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and the Engineer-In-Charge/ Concerned officer(s) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The Supplier shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

#### PROCUREMENT OF MATERIALS:

All materials required for complete execution of the work shall be supplied by the Supplier after procurement from authorized and approved source.

#### PREROGATIVE OF THE CORPORATION:

The Corporation is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders in full or part and / or increase / decrease the quantity to be supplied and / or split any tender in parts without assigning any reason whatsoever. No claim for compensation etc. whatsoever, will be entertained by the Corporation for rejected tenders.

#### **REJECTION MATERIALS:**

All materials brought to the site must be approved by the Engineer-In-Charge/Offier in-charge. Rejected materials must be removed by the Supplier from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the Supplier and the Supplier shall not be entitled to claim for any loss or damage of that account.

#### STORAGE / LIFTING OF ITEMS:

Entire units as mentioned here under This Corporation will be under Two Zone (North Bengal -North Zone and South Bengal (South Zone). For South Bengal – Zonal Office at Kolkata (Central Store, Belgachia, Kol-37) Covering the districts of Murshidabad, Nadia, North & South 24 Pargonas, Kolkata, Howrah, Hooghly, Purba & Paschim Burdwan, Birbhum, Bankura, Purulia, Jhargram, Purba & Paschim Medinipur. For North Zone -Zonal Office at Airview More, Nadin Sen Road, Siliguri, Darjeeling covering the districts Derjeeling, Jalpaiguri, Kalimpong, Coochbeher, Alipurduar, Noth & South Dinajpur, Malda. Intending Bidder may use this zonal office as warehouse specially for collection and distribution centre. Concern unit In-Charge may assist the Agency for the same.

#### **TENDER'S RATE:**

The Supplier should note that the tender is strictly based on the rates quoted by the Supplier on the priced schedule of probable item of work. The quantities for various other inputs of works as shown in the priced schedule of probable inputs of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the Supplier at the time of execution at the rate prescribed in the tender clause in Pro-rata basis. No conditional rate will be allowed in any case.

#### **DEFECT LIABILITY PERIOD:**

This should construe to mean the period of **warranty** (in general one year for branded inputs) commencing from the actual date of handing over after completion of the work/supply in all respect.

#### **DEFECT AFTER COMPLETION:**

Any defect or other defaults that may appear within the defect liability period, arising solely from faulty design or materials, or workmanship or inferior quality, the Supplier shall remain liable for repairing or replacement as the case may be. If any defects be not remedied within a reasonable time, the Corporation/concerned authority may proceed to do the work at the Supplier's risk and expenses, but without any prejudice to any other right which the Corporation/concerned authority may have against the Supplier in respect of such defects. The Supplier will bear reasonable cost of minor repairs carried out on his behalf at site. At the end of this period, the Supplier's liability shall cease.

(Dr. Gouri Shankar Koner)
Managing Director

W.B.L.D.C. Ltd.



(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106 Tele: (033)-2335 5298 : E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. 18001208243

Date of Issue: 10/06/2024

NIT No: WBARD/WBLDC/NIT-704e/2024-25

# ANNEXURE – A Scope of Works:

- 1. The agency will maintain the data sheet of fire extinguishers of each Unit's Branch/Office with details such as manufacturing date, type and capacity of extinguisher, location, date of refilling and next due date for refilling etc. They must ensure timely refilling/hydraulic testing of Fire Extinguishers. A copy of the data sheet copy of Fire Extinguisher shall be provided to Officer-In-Charge of the Concerned Unit & Zonal Office within West Bengal for New supply as well as Re-filling.
- 2. HPT (Hydrolic Pressure Testing) has to precede refilling in case of all the fire extinguishers since the refilling and HPT periodicity are same. Stored pressured Water-CO2, ABC type and Modular type fire extinguishers will be Hydraulic Pressure Tested and refilled at the vendor's workshop / authorized OEM's workshop through the vendor. Hydraulic Pressure Testing (HPT) of the cylinders of CO2 gas type fire extinguishers will be got carried out at the OEM's authorized HPT Centre / any other Authorized HPT Centres and Test Certificate issued by the Testing Centre shall be submitted to the Branch / Unit Office while claiming charges for HPT on actual basis (reimbursed as extra) . For HPT / refilling of all the fire extinguishers, the contractor will carry them to their workshops / Testing Centre only after exclusive permission of Concerned Manager / Office in-charge.
- **3.** The stored pressure type and CO2 gas type fire extinguishers will be required to be carried to the workshop for refilling/hydraulic testing since the same cannot be done onsite. The vendor shall provide standby Fire Extinguishers of appropriate capacity & nos. to the Branch/offices before taking out Fire Extinguishers for refilling. Once, hydraulic tested & refilled Fire Extinguishers installed in the Branch/office, these standby fire Extinguishers shall be taken by the vendor. No extra charges will be paid to the vendor for standby fire extinguishers. Only refilling & hydraulic testing charges will be payable.
- **4.** The vendor/contractor will follow the norms and procedures laid down in ISO 2190:2010 certification for refilling and maintenance of fire extinguishers. The refilling / hydraulic pressure testing of extinguishers will be done as per the periodicity mentioned below.

SI.No.	Type of fire extinguisher (Irrespective of Capacity)	Refilling Periodicity	Hydraulic Pressure Test (HPT)periodicity	Shelf Life (for new one)
1.	ABC type (Stored Pressure Type)	2 Years.	2 Years.	5 Years
2.	ABC Powder based Modular Fire Extinguishers-	2 Years.	2 Years.	5 Years
3.	Carbon Di-Oxide (CO2) Gas Pressure type	2 Years.	2 Years.	5 Years
4.	Water-CO2 (Stored Pressure Type)	2 Years.	2 Years.	5 Years
5.	Dry Chemical Pressure (DCP) Type	2 Years.	2 Years.	5 Years
6.	Aqueous Film Forming Foam (AFFF)Type (Foam Extinguisher)	2 Years.	2 Years.	5 Years
7.	Fireball -Wall mounting -Standard		If required	5 years

- In case of CO2 type fire extinguishers, whenever it is empty or its weight is reduced by more than 20% from total weight for whatsoever reason, extinguishers will be refilled as per requirement.
- 5. The vendor will carry fire extinguisher to the workshop for the HPT/refilling only after taking prior approval from the Competent Authority/HQ. The log sheet of hydraulic testing will be maintained by the vendor and shared with the Officer -In- Charge /Competent Authority.
- 6. The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per schedule and maintenance detail of fire extinguishers mentioned above and details of refilling / due date will be prominently mentioned on the sticker displayed on fire extinguishers.
- 7. The type and capacity for new fire extinguishers (whenever required) will be decided by the Competent Authority of WBLDCL only and order will be placed by Head office. New fire extinguishers for supply must be in compliance with BIS 15683:2006 certification.
- 8. Report of refilling of CO2 & ABC Fire Extinguishers must be accompanied with the HPT report from the vendor. In case CO2 gas type fire extinguishers, HPT report will be provided by an authorized HPT center and the same has to be submitted with refilling report. In case a fire extinguisher fails in hydraulic test, consequent requirement of new fire extinguisher will be projected to Head Office through Branch /Unit and only after firm order, new replacement fire extinguisher will be provided. For the intervening period, the standby fire extinguishers provided at the Branch/office shall continue to remain in service till replaced with new ones.
- 9. A Conventional Water-CO2 & DCP type Fire Extinguishers presenting at the Branch will not be refilled by the vendor. The conventional fire extinguishers shall be replaced by stored pressure type fire extinguishers after getting supply order.
- 10. The vendor shall take back the old conventional/unusable fire extinguishers at the Branch/Office at a notional cost (on mutual agreement time to time) per fire extinguisher after making new supplies. Disposal of such old/conventional / unusable fire extinguishers shall be done by the Agency following the extant norms in the matter.

# Refilling and Maintenance Procedure

- All fire extinguishers should be discharged / emptied at the site before being taken to the workshop for refilling. While discharging the Fire extinguishers at the Office/Building, the demonstration of operation of the fire extinguisher will be given to staff members/security guards of the concerned Branch/Office.
- 2. Standby proper Fire Extinguishers of appropriate capacity & nos. will be provided to the Branch / offices before taking out Fire Extinguishers for refilling.
- 3. Fire extinguishers taken for refilling must be returned within five days to the respective Branch/Office.
- 4. In case the vendor is unable to return the fire extinguishers after refilling within due date, penalty up to 2% of the refilling cost per week of delay may be levied by the Corporation. Repeated violations may result in termination of the contract and forfeiture of the EMD/ Security Deposit.
- 5. All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down in IS 15683:2006 and any other relevant IS specifications amended from time to time by BIS.
- 6. The process of refilling will also include proper cleaning of interior and exterior of fire extinguishers, polishing the painted portion with wax polish, brass/gun metal parts with metal polish, chromium plated parts with silver polish and thorough washing of the plastic components with soap solution and sun drying them.

- 7. Record of refilling and HPT of all fire extinguishers shall be created Branch / Office wise and a copy of it should be handed over to the Zonal Office/ Branch.
- 8. While refilling, the vendor will also ensure checking of nozzles, cap assembly, handle, syphon tube, pressure gauge, all joints, safety pin/clip, discharge pipe etc, wall bracket / fire stand of fire extinguishers. Replacement of these accessories or colouring of the fire extinguishers, it so required will be done with prior written approval of the Manager/Office-in-charge;
- 9. Pasting of inspection card on the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc. must be done after refilling
- 10. The vendor shall ensure that stickers mentioning the operating instructions of fire extinguishers are in good condition, legible and are facing outward;
- 11. The vendor should check & ensure that the pressure gauge indicator is in operating range;
- 12. Conventional Fire Extinguishers, if any at the Unit shall be taken back by the vendor after supplying new stored pressure type fire extinguishers.

#### \* Rate of Accessories / Spare of the fire extinguishers

If any change requied during filling of FE ,it will be done with prior approval from Manager / Officer -In-Charge through rate quotation . TIA have every right to agree/reject such rate and may procure the same separately . Rate of the such items like Cap Assembly (water CO2, ABC FEs), Siphon Tube ,Pressure Guage, Nozzle with sprinkler for Modular FEs (ABC-FEs), CO2 opening valve, Wall Brackets, Discharge Pipe, Cap Washer, Squeeze grip handle and Colouring of Fes will be paid on actual basis (will be reimbursed) after proper installation /execution by the Agency.

TYPES OF FIRE EXTINGUISHERS REQUIRED AT SITE / UNIT :

 		711 011 = 7	<u> </u>		
SI.No	Name of FE	Capacity	Installed at site (Nos.)	New Supply (Nos.)	Remarks
		4 Kg	43	12	
	ABC type (Stored Pressure Type)	5 Kg	2	1	ms br se
1.		6 Kg	42	12	such items filling and Zone-wise
		9 Kg	6	5	re ji ch
		10 Kg	10	5	
)	ABC Powder based Modular Fire	5 Kg	-	2	all of all
2.	Extinguishers-	10 Kg	-	2	O.Q for all wise both e Lowest, ected.
3.	Carbon Di-Oxide (CO2) Gas	2 Kg	4	1	B.O.Q fc ne -wise ative Lov selected
	Pressure type	4.5 Kg	49	20	B.O
4.	Water-CO2 (Stored Pressure Type)	9 Ltr.	36	20	oted in B.O.sis /Zone -v Cumulative
	Dry Chemical Pressure (DCP) Type	4 Kg	20	12	i p Z/ s mr
5.		5 Kg	19	12	quoted Basis /z y . Cum
5.		6 Kg	14	5	qu Ba
		10 Kg	10	2	pb ce
6	Aqueous Film Forming Foam	6 Ltr.	-	1	to Pie su
	(AFFF)Type (Foam Extinguisher)	9 Ltr.	7	2	Rate per F new
7.	Fireball -Wall mounting -Standard	Standard	3	3	

- Capacity as mentioned above may differ based on available size closed to above as per BIS standard of reputed make will be taken consideration in B.O.Q (financial Bid)
- Nos. of FE installed (for refilling) and new supply are tentative actual based on ISO (SOP) indicated during Award of Contact.



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Website: www.wbldc.in Toll Free No. 18001208243

Date of Issue: 10/06/2024

#### NIT No: WBARD/WBLDC/NIT-704e/2024-25

#### **❖** Site of Installation:

Site of Installation:					
SI.No.	Name of the Unit under This Corporation	Remarks ( Re-Filling & New supply)			
1.	Broiler Breeding Farm, Jatiakali , Jalpaiguri	Re-Filling & New supply			
2.	Commercial Layer Farm , Mekhliganj , Coochbeher	New supply			
3.	Coochbehar Poultry Farm, Coochbehar	New supply			
4.	Phansidewa Meat Plant , Hatiram, Phansidewa, Darjeeling	Re-Filling & New supply			
5.	Manager (Sales) , North Bengal , Siliguri , Darjeeling	New supply			
6.	Siliguri Cattle Feed Plant , Mallaguri , Siliguri , Darjeeling	Re-Filling & New supply			
7.	North Point Guest House , Siliguri , Darjeeling	New supply			
8.	Siliguri Cold Store , Siliguri , Darjeeling	New supply			
9.	Falakata Cold Store , Kishak Bazar , Falakata , Jalpaiguri	New supply			
10.	Poultry Feed Plant , Matigara , Khaprail More,Siliguri	New supply			
11.	Islampur Cold Store , Islampur , North Dinajpur	New supply			
12.	Gazole Feed Plant , Gazole , Malda	Re-Filling & New supply			
13.	Commercial Layer Farm , Makdampur , Malda	New supply			
14.	Malda Cold Store , Makdampur, Malda	New supply			
	OUTH BENGAL				
1.	Boiler integration Office , Behampur , Murshidabad	New supply			
2.	Berhampur Cold Store , Murshidabad	New supply			
3.	Kishnanagar Cold Store , Nadia	New supply			
4.	Commercial Layer Farm, Kalyani , Nadia	New supply			
5.	Commercial Layer Farm , Haringhata, Nadia	New supply			
6.	Duck Breeding Farm, Kalyani , Nadia	New supply			
7.	Sheep Breeding Farm , Kalyani , Nadia	New supply			
8.	Kalyani Feed Milling Plant , Kalyani , Nadia	Re-Filling & New supply			
9.	CLART , Buddhapark , Kalyani, Nadia	New supply			
10.	AARM, Simhat , Haringhata , Nadia	New supply			
11.	Haringhata Poultry Farm , Haringhata , Nadia	New supply			
12.	Haringhata Meat Plant , Haringhata , Nadia	Re-Filling & New supply			
13.	Haringhata Pig Breeding Farm , Haringhata, Nadia	Re-Filling & New supply			
14.	Broiler Integration , Haringhata , Nadia	New supply			
15.	Suri Poultry Farm , Baromahula , Suri, Birbhum	New supply			
16.	Burdwan Cold Store , Nawabhat , Burdwan	New supply			
17.	Broiler Integration Office, Nawabhat , Burdwan	New supply			
18.	Broiler Integration Office , Durgapur , Paschim Burdwan	New supply			
19.	Cold Store , Durgapur , Paschim Burdwan	New supply			
20.	Broiler Integration Office , Christian College More, Bankura	New supply			
21.	Saltora Layer Breeding Farm, Saltora , Bankura	New supply			
22.	Commercial Layer Farm, Gobindapur , Purulia	New supply			
23.	Purulia Cold Store , Purulia	New supply			
24.	Commercial Layer Farm, Salboni , Paschim Medinipur	New supply			
25.	Salboni Feed Plant , Salboni, Paschim Medinipur	New supply			
26.	Midnapur Cold Store , Ashokenagar , Paschim Medinipur	New supply			
27.	Broiler Integration Office , Ashokenagar , Paschim Medinipur	New supply			
28.	Nandakumar Cold Store , Purba Medinipur	New supply			
29.	Central Store , Belgachia ,Kolkata-37	Re-Filling & New supply			
30.	Subhakhan Guest House , Belgachia , Kolkata-37	Re-Filling & New supply			



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Sl.No.	Name of the Unit under This Corporation	Remarks ( Re-Filling & New supply)				
B.SOUTH BENGAL						
31.	Outlet at N.S. Building , Kolkata	Re-Filling & New supply				
32.	Outlet at K.M.C.Buildings , Kolkata	Re-Filling & New supply				
33.	Outlet at Gariahat Market , Kolkata	Re-Filling & New supply				
34.	Outlet at Jodhpur Park , Kolkata	Re-Filling & New supply				
35.	Outlet at SPF, Tollygang , Kolkata	Re-Filling & New supply				
36.	Outlet at Belgachia, Kolkata	Re-Filling & New supply				
37.	Kaviar Restaurant , Salt Lake , Kol-106	Re-Filling & New supply				
38.	Milton Plant , Rose Marry Lane , Howrah	New supply				
39.	W.B.L.D.C.Ltd. HQ. LB-2 . Sector -III. Kolkata-106	Re-Filling & New supply				

- > Area of Operation may be increased / decreased.
- > Intending bidder(s) have to supply / Re-filling in all units under this Corporation .
- > Unit rate to be quoted item-wise as well as Zone-wise.
- > Selection will be made on Cumulative Lowest (Zone -wise) i.e; Maximum Two Agency will be selected one for North Zone and One for South Zone.
- > Intending Bidder(s) must have to participate in Pre-Bid Meeting held on......at 2.00 PM at Corporation Head Quarter at LB-2, Sector-III, Salt Lake City (Near 16 No. Water Tank), Kolkata-700106. If anyone fails to attend the Pre-Bid Meeting but participates in Tender, his/her bid will be cancelled without showing any reason.

Managing Director W.B.L.D.C.Ltd.

Date of Issue: 10/06/2024

# APPLICATION FORMAT (FORM – I)

(To be furnished in the Company's Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., e-mail address. Website etc.)

To

# **Managing Director**

West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City,

<u>Kolkata - 700 106.</u>

Subject: "Rate Contract for Supply and Re-filling of Fire Extinguisher in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for the Financial Year 2024-25".

**Ref**: WBARD/WBLDC/NIT-704e/2024-25 Dated: 10/06/2024.

Dear Sir,

With reference to the NIT on the captioned matter, I / We, having examined and understood the instructions, terms and conditions forming part of the NIT, hereby enclose our Tender for the rate contract for supply/refilling of fire extinguishers in Branches/Offices/Establishments of This Corporation.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the NIT and all required information, relevant documents are enclosed with the Tender.

We further confirm that we are bound to execute the work of refilling/supply of fire extinguishers, whenever allotted by Corporation during the contract period. We accept that in case of our refusal to carry out the work as and when awarded, Corporation may take appropriate action against us including forfeiture of Security Deposit and debarring from participating in future tendering process for Three Years.

We understand that-

Corporation (WBLDCL) is not bound to award the work contract to us, it is the discretion of the TIA to award the work contract on requirement basis during the contract period

Corporation may entrust the entire work to one vendor or distribute the work to more than one vendor while awarding the rate contract without assigning any reason or giving any explanation whatsoever.

Yours faithfully,

Date: Signature & office seal:

Name of the Firm:

Address with PIN:

# DECLARATION BY THE TENDERER (FORM-II)

(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)

I/We have acknowledged the site of supply and have made myself/ourselves fully acquainted with local conditions in and around the site of supply. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Inputs and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting e-Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and to carry out and complete the work to the full satisfaction of the Engineer-In-Charge.

I/We also agree to procure tools and plants, at my/our own cost required for the work.

Signature & Seal of the Bidder with Date

# SUPPLY CREDENTIAL

(FORM-III)

(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)

Name of Institute/Organization	Name, Location & nature of work	Contract price in Indian Rs.	Work order no. & Date	Validity period	Qty. supplied	Whether successfully executed or not	Reasons for unsuccessful execution, if so
Note: Attach extra sheet Certificate of Completion Non-disclosure of any in	from the Orga				tion of the fi	rm	

and capacity in which application is made.

Name of the Firm:

# Affidavit Proforma (On Non Judicial Paper worth Rs. 50/-) (FORM – IV)

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Quotation Notice)

I, Sri/Smt.  Director/Proprietor (etc.) of the Firm. ,			Managing
At (address)			
P.O			
P.SDist			
do hereby solemnly affirm and declare as follows:			
1. That I have not ever been convicted of any offence making myse of Govt. or Govt. undertaking Organization /Institution in the State	_		•
2. That no case is pending against me or against my firm in any cri Bengal or other State or States.	minal court of law in t	he Sta	ate of West
3. That my firm is not debarred/blacklisted as a whole or part the undertaking Organization / Institution in the State of West Bengal			
4. That, I also declare that if any information subsequently found render the quotation submitted by me cancelled and make me lial the country.			•
5. That I do further affirm that the statements made by me in the knowledge and belief and all the documents attached are genuine of	=	o the	best of my
	Signature of the Depo	onent	(s).
	Name in Block letters	s:	
	Designation:		

SI.	Description	Particulars
1	Name of the Firm	
2	Registered Address with PIN, Phone No, Fax No. E-mail address etc. Sole owner or Partnership Firm/Company	
3	Name of the Person authorized to enter into & execute contractual agreement	
4	Earnest Money Transaction slip, whether uploaded, if not, Exemption Certificate to be uploaded	
5	Original PAN Card whether uploaded.	
6	Original Prof. Tax Clearance Cert./Paid Challan (valid up to 31/07/2024) whether uploaded	
7	Original GST registration Certificate whether uploaded.	
8	IT returns of <b>2023 – 2024 Assessment year</b> whether uploaded.	
9	Trade License valid up to 31/07/2024 whether uploaded	
10	Credential of similar nature of work whether uploaded.	
11	Proof of Office Address in West Bengal whether uploaded.	
12.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency whether uploaded.	

Signature & Seal of the Bidder with Date

#### PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

This Agreement is signed and executed on this ....... day of......, 2024 At Kolkata.

#### BY AND BETWEEN

West Bengal Livestock Development Corporation Limited, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **ONE PART**.

# 

WHEREAS the First Party is desirous that the work of "Rate Contract for Supply and Re-filling of Fire Extinguisher in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for the Financial Year 2024-25" wanted to execute the said work and for the purpose floated open Tender on line.

#### AND

WHEREAS the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

permitted assignees, liquidators and administrators) of the OTHER PART.

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

- That the Second Party shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the Second Party and that any failure on his part if attracts any liability on the First Party the Second Party will, on intimation from the First Party, immediately compensate the same.
- 2. If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the

parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.

3. That all disputes shall be subject to the jurisdiction of the Calcutta High Court.

In witnesseth whereof:

The parties have set and subscribed their hands on this Agreement on the day, month and year first written.

 Supplier
 Managing Director. W.B.L.D.C.Ltd.

 Seal
 Seal

 Witness and address: –
 Witness and address: –

 1.
 1.

2.